

4553

1 BILL NO. S-79-07-37

2 SPECIAL ORDINANCE NO. S-136-79

3 AN ORDINANCE approving a contract for
4 Sidewalk Improvement Resolution No. 5827-79,
5 between the City of Fort Wayne, Indiana
6 and L. W. Dailey, Inc., Contractor for
Nebraska Neighborhood, Phase IV; West Central
Neighborhood, Phase IV, Sections A & B;
Northwest Central Neighborhood, Phase III-79.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
8 INDIANA:

9 SECTION 1. That a certain contract, dated July 9, 1979, between
10 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of
11 Public Works, and L. W. Dailey, Inc., Contractor, for:

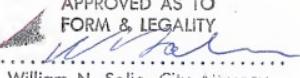
12 construction of sidewalks, curbs, wingwalks and catch
13 basins for Nebraska Neighborhood, Phase IV; West Central
14 Neighborhood, Phase IV, Sections A & B; Northwest Central
Neighborhood, Phase III-79,

15 under Board of Public Works Sidewalk Improvement Resolution No. 5827-79, at
16 a total cost of \$188,031.30, all as more particularly set forth in said
17 contract which is on file in the Office of the Board of Public Works and
18 is by reference incorporated herein and made a part hereof, be and the
19 same is in all things hereby ratified, confirmed and approved.

20 SECTION 2. That this Ordinance shall be in full force and effect
21 from and after its passage and approval by the Mayor.

22 
23 William T. Zinga
24 Councilman

25 APPROVED AS TO
26 FORM & LEGALITY
27

28 
29 William N. Salin, City Attorney
30

31

32

Read the first time in full and on motion by J. Schmidt, seconded by J. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Regulation (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock M., E.S.T.

DATE: 7-24-79

Charles W. Whitteman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>0</u>		<u>2</u>	
<u>BURNS</u>	<u>X</u>				
<u>HINGA</u>	<u>X</u>				
<u>HUNTER</u>				<u>X</u>	
<u>MOSES</u>	<u>X</u>				
<u>NUCKOLS</u>				<u>X</u>	
<u>SCHMIDT, D.</u>	<u>X</u>				
<u>SCHMIDT, V.</u>	<u>X</u>				
<u>STIER</u>	<u>X</u>				
<u>TALARICO</u>	<u>X</u>				

DATE: 8-14-79

Charles W. Whitteman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. 136-79 on the 1st day of August, 1979.
ATTEST: (SEAL)

Charles W. Whitteman
CITY CLERK

Winfield C. Mass Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th
day of August, 1979, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Whitteman
CITY CLERK

Approved and signed by me this 20th day of August, 1979
at the hour of 9 o'clock A.M., E.S.T.

Robert Henshaw
MAYOR

Bill No. S-79-07-37

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract for Sidewalk Improvement Resolution

No. 5827-79, between the City of Fort Wayne, Indiana and L. W. Dailey, Inc., Contractor for Nebraska Neighborhood, Phase IV; West Central Neighborhood, Phase IV Sections A & B; Northwest Central Neighborhood, Phase III-79

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

FREDRICK R. HUNTER

DONALD J. SCHMIDT

JAMES S. STIER

8-14-79 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

William T. Hinga
Paul M. Burns
Fredrick R. Hunter
Donald J. Schmidt
James S. Stier

67-225-7

7-9-79

CONTRACT

This Agreement, made and entered into this 9th day of July, 1979

by and between

L. W. DAILEY, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Resolution No. 5827-1979: C.D. & P. Projects - Nebraska Neighborhood,
Phase IV; West Central Neighborhood, Phase IV, Sections A and B; Northwest Central
Neighborhood, Phase III-79.

by grading and paving the roadway to a width of XXXXX feet with XXXXXXXXXX
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to; in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement attached hereto and by reference made a part hereof.
ment Resolution No. 5827-79 XXXXXXXXXX

At the following prices:

Tree Removal	Three hundred dollars and no cents per each	\$ 300.00
Concrete Removal	Four dollars and seventy-five cents per square yard	3.75
Curb Removal	One dollar and eighty cents per lineal foot	1.80
Abandon Structure	One hundred twenty-five dollars and no cents per each	125.00
Concrete Sidewalk 4" Incl. Yardwalks	One dollar and forty cents per square foot	1.40
Concrete Curbface Walk 4"	One dollar and sixty-five cents per square foot	1.65
Concrete Wingwalk 6" Incl. Ramps	Two dollars and ten cents per square foot	2.10
Concrete Step - 1 Riser	One hundred dollars and no cents per each	100.00
Concrete Private Drive Approach 6"	Twenty dollars and no cents per square yard	20.00
Concrete Commercial Drive Approach 8"	Thirty dollars and no cents per square yard	30.00
Concrete Alley Approach 8"	Twenty-five dollars and no cents per square yard	25.00

per each		
Concrete Private Drive Approach 6"	Twenty dollars and no cents per square yard	20.00
Concrete Commercial Drive Approach 8"	Thirty dollars and no cents per square yard	30.00
Concrete Alley Approach 8"	Twenty-five dollars and no cents per square yard	25.00
9" Concrete Recessed 2" for Corner Cuts	Twenty-five dollars and no cents per square yard	25.00
9" Concrete Recessed 2" for Corner Cuts	Twenty-five dollars and no cents per square yard	25.00
Concrete Curb Type III	Eight dollars and no cents per lineal foot	8.00
Catch Basin Type I-C	One thousand dollars and no cents per each	1,000.00
Inlet Type I-C	Five hundred dollars and no cents per each	500.00
Topsoil	Six dollars and no cents per ton	6.00
Mulched Seed Type U	No dollars and forty-five cents per square yard	.45
Sodding (Water for 30 days)	Three dollars and fifty cents per square yard	3.50
TOTAL	One hundred eighty-eight thousand, thirty-one dollars and thirty cents	\$188,031.30

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 1⁴, 1929, in accordance with Section 1⁴ of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended), concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5827-79 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Nov. 1, 1979 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19_____

ATTEST:

Lorraine J. Cooper
Corporate Secretary

L. W. DAILEY, INC.

BY: Dee S. Ettinger

ITS: R. E. Ettinger

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Secretary & Clerk

Its Board of Public Works and Mayor.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - (3) a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

5827-79

IMPROVEMENT RESOLUTION
FOR CURB AND SIDEWALK

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve by construction of sidewalk, curbs, wing-
walks, and catch basins on

St. Marys Avenue - west side of the street from High St. on the north
to Burgess on the south

Burgess Street - north side of street from St. Marys to Degroff St.

Franklin Street - both sides from High St. to Burgess St.

Degroff St. - east side from High Street to Burgess St.

High Street - south side from St. Marys to Degroff St.

(Nebraska Neighborhood, Phase IV)

Jefferson St. - north side from Garden St. to Van Buren St., south side
from Union St. to VanBuren St.

Washington Blvd. - both sides from Thieme Drive to VanBuren St.

Garden Street - both sides from Jefferson St. to Washington Blvd.

Nelson St. - both sides from Jefferson St. to alley north of Washington
Blvd.

College St. - both sides from Jefferson St. to alley north of Washington
Blvd.

Rockhill St. - from Jefferson St. to alley north of Washington Blvd.
(east side)

Union St. - both sides from Jefferson St. to alley north of Washington Blvd.

Jackson St. - both sides from Jefferson St. to alley north of Washington
Blvd.

Van Buren St. - both sides from Jefferson St. to alley north of Wash-
ton Blvd.

(West Central Neighborhood, Phase IV, Section A)

Garden St. - both sides from Jones St. to Jefferson St.

Nelson St. - both sides from Jones to Jefferson

College St. - east side from Jones St. to Wilt St.

Swinney Park Place West - east side from Jefferson St. to first alley south
Swinney Park Place North - south side from Jefferson St. to Garden St.

Jones St. - north side from Rockhill St. to Garden St.

Union St. - west side from Leykauf St. to Lavina St.

Lavina St. - south side from Rockhill St. to first alley west

Jefferson St. - south side from Garden St. to Union St.

(West Central Neighborhood , Phase IV, Section B)

Huffman St. - both sides from Sherman Blvd. to Wells St.

(Northwest Central Neighborhood, Phase III-79)

all in accordance with the profile, detail-drawing and specifications on file in the
office of the Department of Public Works of said City; and such improvement is now
ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

ADOPTED, this _____ day of _____

ATTEST:

BOARD OF PUBLIC WORKS

Secretary & Clerk

Henry P. Wehrenberg, Chairman

Ethel E. LaMar, Member

Max G Scott, Member

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1979.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION

	CLASS	RATE PER HR.	BNW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.60	55 $\frac{1}{2}$	1.25			3if
BOILERMAKER	S	13.25	1.17 $\frac{1}{4}$	1.00		3c	
BRICKLAYER	S	11.14	45	50		1	4if
CARPENTER (BUILDING)	S	10.89		6%		8	2if
(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.70	75	80		1	
ELECTRICIAN	S	12.35	50	38+40		6	
ELEVATOR CONSTRUCTOR	S	11.63 $\frac{1}{2}$	89 $\frac{1}{2}$	69	8%	6	
GLAZIER	S	10.79		25	40	4	25¢ holiday 25¢ annuit.
IRON WORKER	S	11.80	90	1.20		2	2if
LABORER (BUILDING)	S-SS US	7.70-8.70	70	50		9	
(HIGHWAY)	S-US-SS	8.30-9.15	70	70		9	
(SEWER)	S-US-SS	7.60-8.40	70	50		9	
LATHER	S	10.91		50		1	2if
HILLBRIGHT & PILEDRIVER	S	11.22		6%		8	2if
OPERATING ENGINEER (BUILDING)	S-SS US	8.10-11.90	55	65		9	
(HIGHWAY)	S-SS-US	8.16-10.87	55	65		8	
(SEWER)	S-SS-US	8.59-11.57	75	65		10	
PAINTER	S	9.25-10.25	50	65		12	6misc.
PLASTERER	S	10.08	60	80			
PLUMBER & STEAMFITTER	S	12.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	10.90		10			
SHEETMETAL WORKER	S	12.09	50	60		10	39¢ ssam 14if
TEAMSTER (BUILDING)	S-SS US	9.18-10.13	26.00pw	31.00pw			
(HIGHWAY)	S-SS-US	8.75 $\frac{1}{2}$ -9.35 $\frac{1}{2}$	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF May 1979

Winton E. Dill
REPRESENTING GOVERNOR, STATE OF INDIANA

Mark A. Lester
REPRESENTING THE AWARDING AGENT.

Fred W. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including actions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PERFORMANCE AND GUARANTEE BOND

WHEREAS, the Principal did on the _____ day of _____, 19_____, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5827-79:

C.D.& P. Projects - Nebraska Neighborhood, Phase IV; West Central Neighborhood, Phase IV, Sections A and B; Northwest Central Neighborhood, Phase III-79.

at a cost of \$ 188,031.30, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
 2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
 3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

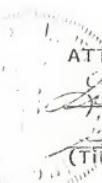
WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

L. W. DAILEY, INC.
(Contractor)

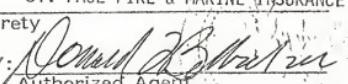
BY: 
ITS: 

ATTEST:


Lorraine J. Casper
Sig. Seal
(Title)

ST. PAUL FIRE & MARINE INSURANCE CO.

Surety

*BY: 
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA**

(A Capital Stock Company)

Fidelity and Surety Department

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certificate

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, Leonard Shirley,
Lane I. Ross, individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,-Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
 - (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
 - (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.".

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and

its corporate seal to be affixed by its authorized officer, this 4th day of May A.D. 19 79
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }
County of Ramsey } ss.

Vice President.

On the 4th day of May 1979, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company, that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal,
at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of June

20 day of June

19 79

Secretary.

*Unlimited as to character and amount.

KNOW ALL MEN BY THESE PRESENTS: that

L. W. DAILEY, INC.,

(Name of Contractor)

P. O. Box 8132, 1034 Oakland St., Fort Wayne, IN 46898

(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St. Paul Fire & Marine INSurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED EIGHTY-EIGHT THOUSAND, THIRTY-ONE DOLLARS AND THIRTY CENTS

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the day of 19 , for the construction of:

Resolution No. 5827-1979:

C.D.& P. Projects - Nebraska Neighborhood, Phase IV; West Central Neighborhood, Phase IV, Sections A and B; Northwest Central Neighborhood, Phase III-79.

DOLLARS AND THIRTY CENTS

at a cost of ONE HUNDRED EIGHTY-EIGHT THOUSAND, THIRTY-ONE / (\$188,031.30), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

WITNESS WHEREOF, this instrument is executed in 3 counter-
parts, each one of which shall be deemed an original, this 20 day of
June, 1979.

(SEAL)

ATTEST:

Bernard J. Pasper
(Principal) Secretary

L. W. DAILEY, INC.

Principal

BY *John R. Dailey*
(Title)

P.O. Box 8132, 1034 Oakland St., Ft.
(Address) Wayne, IN 46893

Witness as to Principal

(Address)

Witness as to Surety

Lane J. Ross
(Address)
John W. Wayne
(Address)
J. Wayne, Ind.

ST. PAUL FIRE & MARINE INSURANCE COMPANY
Surety
By *Donald K. Johnson*,
Attorney-In-Fact
(Authorized Agent)

John W. Wayne
J. Wayne, Ind.
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

(A Capital Stock Company)

**Fidelity and Surety
Department**

ST. PAUL, MINNESOTA
CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, Leonard Shirley,
Lane I. Ross, individually. Ft. Wayne, Indiana

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

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"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
 - (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
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"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and
its corporate seal to be affixed by its authorized officer, this 4th day of May A. D. 19 79
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }
County of Ramsey } S.S.

Vice President,

On this 4th day of May 1979, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal,
at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

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IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of June,

79

Secretary.

*Unlimited as to character and amount.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

May 22, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded two Contracts for C D & P Projects namely, Improvement Resolution No. 5827-79 for Nebraska Neighborhood, Phase IV, in amount of \$188,031.30 and Improvement Resolution No. 5828-79, East Central Phase IV and Hanna-Creighton, Phase III, in amount of \$140,747.75 to L. W. Dailey, Inc.

In view of the enormous concrete sidewalk and curb work being done under these contracts, it is important that L. W. Dailey, Inc., contractor, begin construction immediately. Therefore, Board of Works respectfully requests "Prior Approval" so that contractor may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED:

William T. Higa

Edwin G. White, *W. W. Williams*

John D. Dickey

Samuel J. Tolman *Victor H. Schmidt*

Don R. Lewis

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman /c/
CHARLES W. WESTERMAN, CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

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BOARD OF PUBLIC WORKS

Henry P. Weerenberg
HENRY P. WEERENBERG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED:

William T. Hayes
John Dailey
Paul R. Brown

Edwin G. Morris
Samuel J. Tolman
James H. Schmidt
Donald H. Schmitz

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

4553

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR SDW. IMP. RES. NO. 5827-79 - NEBRASKA PH IV.
W. CENTRAL PH. IV, SEC. A & B, NW CENTRAL PH III-79

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS J-79-07-39

SYNOPSIS OF ORDINANCE CONTRACT FOR SIDEWALK IMPROVEMENT RESOLUTION NO. 5827-79, COMMUNITY
DEVELOPMENT & PLAN PROJECTS FOR THE FOLLOWING DESCRIBED NEIGHBORHOODS: NEBRASKA NEIGHBORHOOD,
PHASE IV; WEST CENTRAL NEIGHBORHOOD, PHASE IV, SECTIONS A & B: NORTHWEST CENTRAL NEIGHBORHOOD,
PHASE III-79.

(CONTRACT ATTACHED)

(PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO)

EFFECT OF PASSAGE CONSTRUCTION OF SIDEWALKS, CURBS, WINGWALKS AND CATCH BASINS IN THE ABOVE-
DESCRIBED NEIGHBORHOODS

EFFECT OF NON-PASSAGE UNABLE TO PROCEED WITH CONSTRUCTION

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$188,031.30 FROM C. D. & P.

ASSIGNED TO COMMITTEE _____